IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

MONDAY, THE FOURTEENTH DAY OF MARCH
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE MS JUSTICE G.ROHINI

WRIT PETITION NO : 4949 of 2005

Between:

Ch.Vinayakumar, S/o.Ch.Satyanarayana
H.No.B.13/F8, A.P.Housing Board Quarters, Old Malakpet, Hyderaad-36.

... PETITIONER

AND

1 The Commissioner, Municipal Corporation of Hyderabad
Tankbund Road, Hyderabad.
2 The Addl.Commissioner (Estates) Municipal corporation of Hyderabad, Tank Bund Road, Hyd.

...RESPONDENTS

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court may be pleased to issue a writ, order or direction more particularly one nature of writ of mandamus declaring the action of the respondents in insisting the nonrefundable good will amount of Rs.10,84,675/- in Proceedings No.782/EO/E2/MCH/2005/132, dt.5.3.2005 for shop No.7 which is allotted to the petitioner on the basis of Sc Category is illegal, arbitrary, improper and against the principles of natural justice and in notification issued by the respondent in No.782/EO/E2/MCH/2005 dt.7.2.2005.

Counsel for the Petitioner: MR.K.SRINIVAS

Counsel for the Respondents: MR.RAMA RAO GHANTA

The Court at the stage of admission made the following:

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ORDER:

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Heard the learned counsel for the petitioner and the learned Standing Counsel appearing for the respondent-Corporation.

The petitioner seeks writ of Mandamus declaring the action of the respondents in insisting him to pay the non-refundable goodwill amount of Rs.10,84,675/- vide proceedings No.782/EO/E2/MCH/2005/132, dated 05-03-2005 as arbitrary and illegal.

As can be seen from the material on record, the petitioner was allotted Shop No.7 in pursuance of the tender notification dated 07-02-2005. His grievance is that the respondent-Corporation is insisting on payment of the non-refundable goodwill, contrary to the conditions under the tender notification dated 07-02-2005. Apparently, the issue raised for adjudication is essentially founded on the dispute between the parties pursuant to the contract entered into between them. Such a dispute which involves enforcement of contractual obligation is not amenable to writ jurisdiction. Hence, even assuming that the alleged action of the respondents is in violation of the conditions of the agreement, it would be appropriate to work out the common law remedy, but it is not open to the petitioner to invoke extraordinary jurisdiction under Article 226 of the Constitution of India.

The Writ Petition is accordingly dismissed. No order as to costs.

G. ROHINI, J

Dated: 14-03-2005

LSK

To

1 The Commissioner, Municipal Corporation of Hyderabad
Tankbund Road, Hyderabad.
2 The Addl.Commissioner (Estates) Municipal corporation of Hyderabad, Tank Bund Road, Hyd.

3 Two C.D. copies.